

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFF WENDELL SIZER

(b) County of Residence of First Listed Plaintiff PHILADELPHIA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number) Cary L. Flitter, Esq., and Theodore E. Lorenz, Esq., Flitter Lorenz, P.C., 450 N. Narberth Avenue, Suite 101, Narberth, PA 19072, (610) 822-0782

DEFENDANTS KEY AUTOMOTIVE SALES & SERVICE, INC.

County of Residence of First Listed Defendant PHILADELPHIA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | PTF | DEF | PTF | DEF |
|--|--|----------------------------|----------------------------|
| Citizen of This State <input type="checkbox"/> 1 | <input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State <input type="checkbox"/> 2 | <input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country <input type="checkbox"/> 3 | <input type="checkbox"/> 3 Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened

Transferred from ☐ 5 another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause: TILA 15 USC § 1601

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint
JURY DEMAND: ☒ Yes ☐ No.

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 1/20/15 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 5543 Race Street, Philadelphia, PA 19139

Address of Defendant: 101 W. Erie Avenue, Philadelphia, PA 19140

Place of Accident, Incident or Transaction: 101 W. Erie Avenue, Philadelphia, PA 19140

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock? (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities? Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☒ All other Federal Question Cases

(Please specify) TILA, 15 USC § 1601

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability (Asbestos)
9. ☐ All other Diversity Cases

(Please specify)

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, Andrew M. Melt, counsel of record do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

☒ Relief other than monetary damages is sought

DATE: 1/20/15

Andrew M. Melt
Attorney-at-Law

207715
Attorney I.D.

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 1/20/15

CIV.609 (4/03)

Andrew M. Melt
Attorney-at-Law

207715
Attorney I.D.

APPENDIX I

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

WENDELL SIZER

CIVIL ACTION

V.

KEY AUTOMOTIVE SALES & SERVICE, INC.

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

Date

(610) 822-0782

Telephone
(Civ.660) 10/02

Attorney at Law

(610) 667-0552

Fax Number

ANDREW M. MILZ

Attorney for Plaintiff

Amilz@consumerslaw.com

E-Mail Address

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

WENDELL SIZER
5543 Race Street
Philadelphia, PA 19139,

Plaintiff,

v.

KEY AUTOMOTIVE SALES & SERVICE, INC.
101 W. Erie Avenue
Philadelphia, PA 19140,

Defendant.

CIVIL ACTION NO.

COMPLAINT

I. INTRODUCTION

1. This is an action to redress financing fraud by a buy-here/pay-here auto dealer. Plaintiff sues for violations of the Truth in Lending Act, 15 U.S.C. §1601, *et seq.* (“TILA”) and implementing Regulation Z, 12 C.F.R. §1026, Pennsylvania’s Uniform Commercial Code, 13 Pa. C.S. §9601, *et seq.* (“UCC”) and Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1, *et seq.* (“UTPCPL”).

2. The Truth in Lending Act mandates that auto lenders disclose certain “costs of credit” associated with the transaction. Accurate disclosure of the “amount financed” and “finance charge” are necessary in order for consumers to be able to make meaningful comparisons of credit alternatives. Here, Defendant violated TILA by “swallowing” \$3,000.00 of Plaintiff’s down payment, thereby understating the down payment and amount financed by \$3,000.00. This misrepresents the costs of credit in the disclosures required to be provided to Mr. Sizer in connection with his auto loan transaction.

3. In addition to swallowing one quarter of Plaintiff’s down payment, the vehicle immediately exhibited problems requiring expensive repairs paid for by Plaintiff. Plaintiff asked

Defendant dealer for some relief in the payment; instead Defendant repossessed the car. The statutorily required Notice of Repossession sent by Defendant failed to provide key information and as such, violates Pennsylvania's Uniform Commercial Code.

4. Defendant's deceptions, omissions and misrepresentations in this predatory transaction also violate Pennsylvania's state anti-deception law, the UTPCPL.

II. JURISDICTION

5. Jurisdiction is conferred upon this Court by TILA, 15 U.S.C. §1640(e), actionable through 28 U.S.C. §§ 1331, 1337.

6. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. §1367.

III. PARTIES

7. Plaintiff Wendell Sizer ("Sizer") is an adult individual residing in Philadelphia, Pennsylvania at the address captioned.

8. Defendant Key Automotive Sales & Services, Inc. ("Defendant" or "Key") is upon information and belief a Pennsylvania corporation with a place of business located as captioned. Key is a seller and financier of used motor vehicles.

9. At all times relevant hereto, Key regularly extended or offered to extend consumer credit for which a finance charge is or may be imposed or which, by written agreement, is payable in more than four installments. Defendant is the person to whom the transaction which is the subject of this action is initially payable. Key is a "creditor" within the meaning of TILA, 15 U.S.C. §1602(f) and Regulation Z, 12 C.F.R. §1026.2(a)(17).

IV. STATEMENT OF CLAIM

10. On January 31, 2014, Wendell Sizer purchased a used 2008 Mercedes Benz GL450 (the “vehicle”) from Defendant for the stated cash price of \$24,585.00 plus tax, tags and fees.

11. The vehicle was purchased and financed by Sizer for primarily personal, family and household use.

12. At that time, Mr. Sizer and Defendant entered into a Retail Installment Sale Contract (or “RISC”), a copy of which is appended hereto as Exhibit “A” (redacted for privacy).

13. The RISC is dated January 31, 2014 and lists “Key Automotive Sales and Service, Inc.” as the “creditor-seller.” The RISC, a combined sales and finance document, purports to give Truth-in-Lending Disclosures required by law. (Id.)

14. The vehicle was not the car that Mr. Sizer first intended to buy. In early January 2014, he approached Key about purchasing a 2005 Land Rover. At that time, Mr. Sizer agreed to pay \$12,000.00 cash down for the Land Rover. He made a cash payment of \$5,000.00 on January 11, 2014, and a cash payment of \$7,000.00 on January 15, 2014, which were acknowledged by receipts given to him by Key. The Land Rover had mechanical issues, and Defendant Key ultimately failed to deliver the Land Rover stating that it was then not available.

15. Defendant Key then offered Mr. Sizer the 2008 Mercedes, and advised him that the \$12,000.00 he paid to Key in cash would be applied as a down payment on the 2008 Mercedes. Sizer was agreeable to this.

16. Despite paying \$12,000.00 cash as a down payment on the vehicle, the Retail Installment Sale Contract provided to Mr. Sizer for the Mercedes lists a down payment of only \$9,000.00, a full \$3,000.00 less than his actual down payment. (See Exhibit “A”).

17. As such, the amount financed listed on the Retail Installment Sale Contract (\$17,996.30) is inflated by \$3,000.00 and the APR, finance charge, and total sale price are therefore inaccurate. Defendant is also charging, and Plaintiff has paid, interest on the inflated sum.

COUNT I
TRUTH IN LENDING ACT

18. The foregoing paragraphs are incorporated herein as if set forth at length.

19. Section 1638 of the Truth in Lending Act mandates that certain standardized disclosures be used in such a consumer finance transaction. 15 U.S.C. § 1638.

20. Terms such as “amount financed,” “finance charge,” and “annual percentage rate” must be used, as well as a “descriptive explanation” of each of these terms. 15 U.S.C. §1638(a).

21. The Act mandates that these disclosures be accurate, clear and conspicuous. *See* 15 U.S.C. §1632(a); Reg. Z, §1026.17(a).

22. Defendant’s Retail Installment Sale Contract does not comply with the requirements of the TILA. Defendant’s TILA disclosures are inaccurate, unclear, and misrepresent key cost of credit information, and are misleading to the consumer.

23. Defendant violated the Truth in Lending Act, 15 U.S.C. §§1632(a), 1638(a)(2)–(5).

WHEREFORE, Plaintiff, Wendell Sizer, respectfully asks this Court to grant:

- (a) Actual damages;
- (b) Statutory damages;
- (c) Reasonable attorney’s fees and costs; and
- (c) Such other relief as the Court shall deem just and proper.

COUNT II
PENNSYLVANIA UNIFORM COMMERCIAL CODE

24. The foregoing paragraphs are incorporated herein as if set forth at length.

25. Pursuant to the terms of the Retail Installment Sale Contract, Key was the secured party in this transaction.

26. In Fall 2014, the vehicle was experiencing mechanical problems, for which Plaintiff had to pay \$1,500.00 out-of-pocket. This large expense caused Plaintiff to fall behind on the (inflated and excessive) monthly payments.

27. Notwithstanding the fact that Key effectively stole \$3,000.00 of Mr. Sizer's money, and accepted inflated monthly payments based on bogus credit disclosures, Defendant Key declared Mr. Sizer to be in default of the RISC.

28. On or about November 4, 2014, Key repossessed Mr. Sizer's vehicle or directed that it be repossessed.

29. Mr. Sizer had overpaid by this point in time, was not in default, and Defendant Key committed a commercially unreasonable and wrongful repossession.

30. Pennsylvania law requires a prompt post-repossession notice to the borrower advising of the repossession, whether a borrower can redeem (or get his car back) at any time before the expiration of 15 days, an itemized statement of the total amount required to redeem, whether the vehicle will be sold by public or private sale (and if public, the time and place), whether the debtor may be liable for a deficiency or entitled to a surplus, and other information. 12 Pa. C.S. §6254; 13 Pa. C.S. §9610, 9613-9614.

31. On or about November 4, 2014, Key sent to Plaintiff a letter stating it had repossessed his vehicle. A copy of this Repossession Notice has been attached as Exhibit "B" (redacted as required).

32. Defendant's Repossession Notice fails to include any itemized statement of the total amount required to reinstate the contract. (Ex. "B").

33. Defendant's Repossession Notice fails to set forth that Key intends to resell the motor vehicle at the expiration of 15 days from the date of mailing the Notice. (Id.).

34. The Repossession Notice sent by Defendant misleadingly lists no date by which Plaintiff could redeem, and lists no date for a public sale, or a date after which a private sale might occur. (Id.).

35. The Repossession Notice does not state the method of intended disposition.

36. The Repossession Notice does not state whether any "sale" would be public or private.

37. The Repossession Notice misleadingly states "if we get less money than you owe you *will or will not* ... still owe us the difference." (Id., emphasis added). Accordingly, it fails to provide a description of any liability for a deficiency of the person to which the notification is sent.

38. Defendant violated Pennsylvania's Uniform Commercial Code by failing to provide in the form and manner the Notice required thereunder after repossessing and disposition of a vehicle.

39. Defendant failed to provide "reasonable authenticated notice of disposition" as required under the UCC to Plaintiff. 13 Pa. C.S. § 9611, 9613-9614.

40. Defendant committed a commercially unreasonable disposition of collateral under the UCC. 13 Pa. C.S. §9610.

41. Defendant's failure to comply with the requirements of sub-chapter 6 of Article 9 in the UCC renders Defendant liable for minimum statutory damages of not less than the credit

service charge (finance charge) plus 10% of the principal amount of the underlying obligation.

13 Pa. C.S.A. §9625.

WHEREFORE, Plaintiff, Wendell Sizer, respectfully asks this Court to grant:

- (a) Actual damages;
- (b) Statutory damages;
- (c) A declaration that the Repossession Notice used by Defendant with respect to Plaintiff fails to comport with the provisions of Pennsylvania law; and
- (d) Such other relief as the Court shall deem just and proper.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

42. The foregoing paragraphs are incorporated herein as if set forth at length.

43. Defendant Key unfairly and unconscionably pocketed \$3,000.00 of Plaintiff's money and gave Mr. Sizer no credit for it in this transaction. Key then fabricated how much Mr. Sizer had paid, inflated the costs of this predatory loan, and then hid the details by misrepresenting them in the finance paperwork.

44. Key's installment sales contract contained material omissions and misrepresentations about the consumer's down payment and cost of credit disclosures.

45. Despite selling the vehicle to Mr. Sizer in January, Defendant improperly failed to register a certificate of title with the Commonwealth until June 2014, causing Plaintiff to drive around for months without valid title.

46. Defendant Key unfairly, wrongfully and deceptively declared a default and repossessed Plaintiff's vehicle.

47. Plaintiff relied on defendant's omissions and misrepresentations as they influenced his purchasing decision.

48. As a direct result of defendant's conduct, Plaintiff lost his \$3,000.00 down payment, amounts paid monthly in improper and inflated finance charges, deprivation of his vehicle, and suffered other ascertainable losses.

49. By committing unfair and deceptive practices, omitting key terms of the finance arrangement, and misrepresenting key elements of the costs of this oppressive consumer transaction, Defendant:

- (a) represented that the auto finance arrangement had characteristics or benefits it did not have, 73 P.S. 201-2(v);
- (b) engaged in other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding, 73 P.S. 201-2 (xxi); and
- (c) violated the Pennsylvania Bureau of Consumer Protection Automotive Industry Trade Practices, 37 Pa. Code 301.2(3), (4), and (6), constituting a per se violation of the UTPCPL.

WHEREFORE, Plaintiff, Wendell Sizer, respectfully asks this Court to grant:

- (a) Actual damages;
- (b) Treble damages
- (c) Reasonable attorney's fees and costs; and
- (d) Such other relief as the Court shall deem just and proper.

COUNT IV
CONVERSION/WRONGFUL REPOSSESSION

50. The foregoing paragraphs are incorporated herein as if set forth at length.

51. Defendant Key took possession of Plaintiff's vehicle without his consent, without lawful justification, and without a then-present right to possession.

52. Defendant's conduct constitutes a wrongful repossession, an illegal conversion of Plaintiff's vehicle, and a trespass to property.

53. As a result of Defendant's intentional, willful and reckless conduct, Plaintiff has been damaged.

WHEREFORE, Plaintiff, Wendell Sizer, respectfully asks this Court to grant:

(d) Actual damages

(e) Punitive damages; and

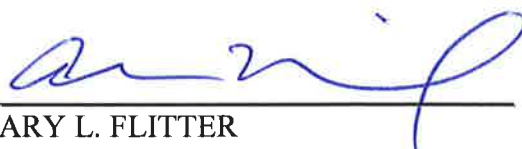
(c) Such other relief as the Court shall deem just and proper.

V. DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues so triable.

Respectfully submitted:

Date: 1/20/15


CARY L. FLITTER
THEODORE E. LORENZ
ANDREW M. MILZ
Attorneys for Plaintiff

FLITTER LORENZ, P.C.
450 N. Narberth Avenue, Suite 101
Narberth, PA 19072
(610) 668-0018

EXHIBIT "A"

LAW* 553-PA-ARB-ep 1/08**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**Dealer Number **8632394**Contract Number **2848397**

01/31/2014

Buyer Name and Address (Including County and Zip Code) wendell sizer 5543 race st Philadelphia PA 19139 Philadelphia	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address) Key Automotive Sales & Service Inc 101 West Erie Avenue PHILADELPHIA PA 19140 (215)399-7300
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Mfg Gross Vehicular Weight	Vehicle Identification Number	Primary Use For Which Purchased
USED	2008	MERCEDES GL450	5280	XXXXXXXXXX 16665	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
15.00% %	\$ 6,073.62	\$ 17,996.30	\$ 24,069.92	\$ 9,000.00 is \$ 33,069.92

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
		Monthly beginning
Or As Follows: 48	\$500.00	03/01/2014 Monthly
1	\$69.92	

Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about non-payment, default, any required repayment in full before the scheduled date and security interest.

WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if you bought the vehicle primarily for personal, family, or household use. Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

Applicable Law

Federal law and the law of the state of the Seller's address shown in this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

ITEMIZATION OF AMOUNT FINANCED		
1 Cash Price (including \$ <u>1,966.80</u> sales tax)		\$ <u>26,551.80</u> (1)
2 Total Downpayment =		
Trade-In	(Year) (Make) (Model)	
Trade-In	(VIN)	
Gross Trade-In Allowance		\$ <u>0.00</u>
Less Pay Off Made By Seller		\$ <u>0.00</u>
Equals Net Trade In		\$ <u>0.00</u>
Cash		\$ <u>9,000.00</u>
Other		\$ <u>0.00</u>
If total downpayment is negative, enter "0" and see 4H below)		\$ <u>9,000.00</u> (2)
3 Unpaid Balance of Cash Price (1 minus 2)		\$ <u>17,551.80</u> (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf		
(Seller may keep part of these amounts):		
A Cost of Optional Credit Insurance Paid to Insurance		
Company or Companies		
Life N/A Term \$ 0.00		
Disability N/A Term \$ 0.00		\$ <u>0.00</u>
B Other Optional Insurance Paid to Insurance Company or Companies		
(Describe) Term		\$ <u>0.00</u>
(Describe) Term		\$ <u>0.00</u>
C Official Fees Paid to Government Agencies		
to State for Lien Fee		\$ <u>5.00</u>
to State for Tire Tax		\$ <u>0.00</u>
to State for Add'l Registration Fees		\$ <u>36.00</u>
D Optional Gap Contract		\$ <u>0.00</u>
E Government Taxes Not Included in Cash Price		\$ <u>0.00</u>
F Government License and/or Registration Fees		\$ <u>0.00</u>
G Government Certificate of Title Fees		
(includes \$ refer to 4C security interest recording fee)		\$ <u>22.50</u>
H Other Charges (Seller must identify who is paid and describe purpose)		
to for Prior Credit or Lease Balance		\$ <u>0.00</u>
to N/A for N/A		\$ <u>0.00</u>
to Dealer for Documentary Fee		\$ <u>131.00</u>
to Dealer for Notary Fee		\$ <u>0.00</u>
to Dealer for Inspection		\$ <u>0.00</u>
to Dealer for Online Reg Fee		\$ <u>250.00</u>
Total Other Charges and Amounts Paid to Others on Your Behalf		\$ <u>444.50</u> (4)
5 Amount Financed (3 + 4)		\$ <u>17,996.30</u> (5)
6 Finance Charge		\$ <u>6,073.62</u> (6)
7 Total of Payments-Time Balance (5 + 6)		\$ <u>24,069.92</u> (7)

If you do not meet your contract obligations, you may lose the vehicle.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
Name of Gap Contract _____

I want to buy a gap contract.

Buyer Signs X _____

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:
Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name _____

N/A

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.

Other Optional Insurance

☐ _____
Type of Insurance _____ Term _____

Premium \$ _____

Description of Coverage _____

Insurance Company Name _____

Home Office Address _____

☐ _____
Type of Insurance _____ Term _____

Premium \$ _____

Description of Coverage _____

Insurance Company Name _____

Home Office Address _____

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X _____
Buyer Signature _____ Date _____

X _____
Co-Buyer Signature _____ Date _____

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

EXHIBIT "B"

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Notice of Sale of Repossessed Vehicle
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Date 11/4/2014Secured Party's name: Key Automotive Sales & Service IncSecured Party's address: 101 West Erie Avenue Philadelphia PA 19140 Ph: (215)399-7300

NOTICE OF OUR PLAN TO SELL PROPERTY

Debtor's name: wendell sizerDebtor's address: 5543 race st Philadelphia, PA 19139

We have your collateral as described below, because you broke promises on our agreement.

Make: MERCEDES Model: GL450 Year: 2008 VIN: 6665and Motor Vehicle Installment Contract dated 01/31/2014

We will sell the above described collateral at (choose one - either public sale or private sale)

a public sale. The sale will be held as follows:

Date: _____ Time: _____ Place: _____

If the collateral is to be sold at a public sale, you may attend the sale and bring bidders if you want.

OR

a private sale sometime after (date): _____

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you **will or will not** (choose one as applicable) still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payment), including our expenses. To learn the exact amount you must pay, call us at the number listed above.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at the above listed number or write us at the above listed address and request a written explanation. We will charge you \$25.00 for the explanation if we have, within the last six months, sent you a written explanation of the amount you owe us.

If you need more information about the sale, you may contact us at the above listed phone number or address.

We are sending this notice to the following other people who have an interest in the collateral described above or who owe money under your agreement: (list of lien holders, other debtors, etc., if any)

If checked here, personal property was found in the repossessed vehicle, such property may be identified and claimed within thirty (30) days of this notice, between the hours of _____ and _____, Monday through Friday, at the above address.

Sincerely, Key Automotive Sales & Service Inc (Secured Party)